

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EU110398240US, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: August 7, 2002

Signature: Staci Harris

(Staci Harris)

Docket No.: HO-P02414US0  
(PATENT)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Initial Patent Application of:  
W. J. Dodds

Application No.: 09/419,192

Group Art Unit: 3736

Filed: October 15, 1999

Examiner: M. Astorino

For: ANIMAL GENETIC AND HEALTH PROFILE  
DATABASE MANAGEMENT

**TERMINAL DISCLAIMER**

Commissioner for Patents  
Washington, DC 20231

Dear Sir:

The undersigned is attorney/agent of record for the assignee of the above-identified application. Hemopet certifies that it is the owner of 100% interest in the above identified patent application, as evidenced by the attached assignment, said assignment having been recorded in the U.S. Patent and Trademark Office on 07/16/2001 at Reel 012094, Frame(s) 0728.

The owner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,287,254. The owner hereby agrees that any patent that is granted on the above-identified application shall be enforceable only for and during such period that it and the above listed patent are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assignees.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to

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pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminate prior to the expiration of its full statutory term.

Our check in the amount of \$110.00 covering the fee set forth in 37 CFR 1.20(d) is enclosed. The Commissioner is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Deposit Account No. 06-2375, under Order No. 10203693.

Dated: August 7, 2002

Respectfully submitted,

  
By \_\_\_\_\_

Melissa W. Acosta

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**ASSIGNMENT**

I, W Jean Dodds, residing at 938 Stanford Street, Santa Monica, California 90403, the undersigned inventor and the ASSIGNOR herein, have invented an invention entitled ANIMAL GENETIC AND HEALTH PROFILE DATABASE MANAGEMENT, for which an application for Letters Patent of the United States was filed on October 15, 1999 and given U.S. Patent Application No. 09/419,192, and of which inventions and improvements I am the sole owner.

I, the ASSIGNOR, without the receipt of any compensation, do hereby irrevocably donate, assign, transfer and set over to HEMOPET, a 501(c)(3) corporation organized and existing under the laws of the State of California, having a place of business at 938 Stanford Street, Santa Monica, California 90403, the ASSIGNEE herein, its successors and irrevocably assigns, the entire right, title and interest in and to said inventions and all improvements thereon, in and to said application for Letters Patent thereon, in and to applications pertaining to or based upon said inventions and applications, including divisional and continuing applications, and in and to any and all Letters Patent which may be granted and issued on said inventions and applications, or any of them, not only for, to and in the United States of America, its territories and possessions, but for, to and in all countries foreign thereto, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment.

I will, at the request of ASSIGNEE, execute any and all applications for Letters Patent for said inventions and any and all other papers and documents and do all other and further lawful acts that ASSIGNEE may deem necessary or desirable to obtain Letters Patent on said inventions, to secure the grant of such Letters Patent and to perfect and vest in the ASSIGNEE the entire right, title and interest in the inventions, applications and Letters Patent.

I authorize and empower the ASSIGNEE, its successors and assigns, to apply for and obtain, in its or their own names, Letters Patent for the said inventions before competent International Authorities and in any and all countries foreign to the United States in which applications for Letters Patent can be so made or Letters Patent so obtained.

Dated: July 16, 2001

By W Jean Dodds

W. Jean Dodds

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